

ORIGINAL

LAW OFFICES OF
BOOTH, FRERET & IMLAY

SUITE 204
1233 20TH STREET, N.W.
WASHINGTON, D.C. 20036

ROBERT M. BOOTH, JR. (1911-1981)
JULIAN P. FRERET
CHRISTOPHER D. IMLAY

September 8, 1992

ORIGINAL
FILE

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SEP 8 1992

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Administrative Law Judge
Joseph Chachkin
Federal Communications Commission
2000 L Street, N. W., Room 226
Washington, D. C. 20554

In re: Oglesby, IL Proceeding, MM Docket 92-188

Dear Judge Chachkin:

All parties to the captioned hearing have reached a settlement, whereby - subject to your approval - the applications of Stephen W. Samet and the First Assembly of God Church would be dismissed and that of Doris A. Studstill granted.

Samet and Assembly would be paid the reasonable and prudent expenses incurred in drafting, filing and prosecuting their respective applications.

Accordingly, there are enclosed herewith the following documents:

1. Joint Petition for Approval of Settlement Agreements.
2. Settlement Agreement between Doris A. Studstill and Stephen W. Samet.
3. Declaration of Stephen W. Samet of no consideration other than as set forth in the said Agreement, expenses incurred, application filed solely for the purpose of securing a grant and public interest served thereby.
4. Settlement Agreement between Doris A. Studstill and First Assembly of God Church.
5. Declaration of First Assembly of God Church of no consideration other than as set forth in the said Agreement, expenses incurred, application filed solely for the purpose of securing a grant and public interest served thereby.
6. Statement of Doris A. Studstill re application for the sole purpose of securing a grant, no consideration paid or promised other than as set forth in the said Agreements and public interest served by approval of settlement agreements.

No. of Copies rec'd
List A B C D E

046

Administrative Law Judge
Joseph Chachkin
September 8, 1992
Page Two

Counsel for Assembly will supplement its statement of expenses with a specific showing with respect to reasonable and prudent charges for legal services.

Copies of this letter and all enclosures have been served upon all parties to this proceeding.

Yours very truly,


Julian P. Freret

JPF:mf

CC: James Shook, Esquire
Christine V. Simpson, Esquire
John R. Wilner, Esquire

Enclosures

RECEIVED

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

SEP 8 1992

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)	MM Docket No. 92-188
STEPHEN W. SAMET)	BPH-910820MB
DORIS A. STUDSTILL)	BPH-910820MC
FIRST ASSEMBLY OF GOD CHURCH)	BPH-910821ME
For Construction Permit for a New)	
Commercial FM Station on Channel)	
271A at Oglesby, Illinois)	

TO: The Honorable Joseph Chackin
Administrative Law Judge

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENTS

Doris A. Studstill ("Studstill"), Stephen W. Samet ("Samet") and First Assembly of God Church ("Assembly") by their respective counsel herewith request the Presiding Judge to approve the agreements submitted herewith, dismiss the above-referenced applications of Samet and Assembly and grant the above-referenced application of Studstill, in accordance with the terms of the Settlement Agreements. In support of such request the following is shown:

1. The above-referenced applications were designated for hearing in the above proceeding. The applications seek identical facilities for a new FM at Oglesby, Illinois, making these applications mutually exclusive. Only the standard comparative issues are outstanding.

2. Assembly and Samet have reached agreements with Studstill to request dismissal of their respective applications in consideration for reimbursement by Studstill of their expenses, legitimately and prudently incurred in the preparation, filing and prosecution of their respective applications. A written Settlement Agreement between Studstill and Samet was executed on September 8, 1992, a copy of which is attached hereto as Exhibit A. A written Settlement Agreement between Studstill and Assembly was also executed on September 3, 1992, a copy of which is attached hereto as Exhibit B. Under the terms of these written Settlement Agreements, Studstill has agreed that she will, following the issuance of a Final Order, approving the Settlement Agreements, dismissing Samet's and Assembly's applications and granting Studstill's application, reimburse Samet and Assembly their expenses, legitimately and prudently incurred in the preparation, filing and prosecution of their respective applications, in amounts and under the terms set forth in the Settlement Agreements.

3. Therefore, under the terms of the attached Settlement Agreements, the parties propose a resolution of the conflict caused by their competing applications for a new FM broadcast station to operate at Oglesby, Illinois. The applicants submit that a grant of this Joint Petition, approving the Agreements entered into by them, would resolve the conflict between their applications, avoid further hearing proceedings and reduce the expenditure of time and resources which will be required of the Commission and the

applicants in the resolution of this proceeding, thereby providing for the more expeditious entry of this new FM broadcast service to Oglesby, Illinois.

4. The applicants further submit in support of this Joint Petition:

(a) The Declaration of Stephen W. Samet, setting forth all relevant facts, as specified in Section 73.3525 of the Commission's Rules and Regulations (attached hereto as Exhibit C); and

(b) The Declaration of Sam Mayo, President, First, setting forth all relevant facts, as specified in Section 73.3525 of the Commission's Rules and Regulations (attached hereto as Exhibit D).
Assembly of God Church

WHEREFORE, premises considered and good cause having been shown, it is respectfully requested that, contingent upon the fulfillment of the conditions set forth in Settlement Agreements, the Commission:

1. APPROVE the Agreement entered into by Studstill and Samet; and
2. APPROVE the Agreement entered into by Studstill and Assembly; and
3. DISMISS the above-referenced applications of Samet and Assembly; and
4. GRANT the above-referenced application of Studstill.

Respectfully submitted,

DORIS A. STUDSTILL

By John P. Freund

Julian P. Freret
Her Counsel

BOOTH, FRERET & IMLAY
1233 20th Street, N. W.
Suite 204
Washington, D. C. 20036
(202) 296-9100

FIRST ASSEMBLY OF GOD CHURCH

By Christine V. Simpson
Christine V. Simpson
Its Counsel

WILKINSON, BARKER, KNAUER
& QUINN
1735 New York Avenue, N. W.
Washington, D. C. 20006
(202) 783-4141

STEPHEN W. SAMET

By John R. Wilner
John R. Wilner
His Counsel

BRYAN, CAVE, MCPHEETERS
and McROBERTS
70 Thirteenth Street, N. W.
Suite 600
Washington, D. C. 20005
(202) 508-6041

Julian P. Freret
Her Counsel

BOOTH, FRERET & IMLAY
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FIRST ASSEMBLY OF GOD CHURCH

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His Counsel

BRYAN, CAVE, MCPHEETERS
and MCROBERTS
70 Thirteenth Street, N. W.
Suite 600
Washington, D. C. 20005
(202) 508-6041

SETTLEMENT AGREEMENT

AGREEMENT made this 8th day of September, 1992, by and between DORIS A. STUDSTILL ("Studstill") and STEPHEN W. SAMET ("Samet").

W I T N E S S E T H:

WHEREAS, Studstill has an application (File No. BPH-910820MC) pending before the Federal Communications Commission, requesting authority to construct and operate a new FM broadcast station to operate on FM Channel 271A at Oglesby, Illinois; and

WHEREAS, Samet has an application (File No. BPH-910820MB), requesting authority to construct the same facilities as Studstill, which application is presently pending before the Federal Communications Commission; and

WHEREAS, these applications are mutually exclusive with one another and with that of First Assembly of God Church ("Assembly") (File No. BPH-910821ME); and

WHEREAS, Samet has expressed willingness to request dismissal of his application in exchange for certain consideration to be paid to him by Studstill; and

WHEREAS, prior approval of the Federal Communications Commission (the "Commission") is required to give effect to this Agreement;

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable considerations, the parties agree as follows:

1. Within five (5) days after execution of this Agreement, the parties hereto shall file this Agreement with the Presiding Judge, together with a Joint Petition for Approval thereof. The parties further agree that they will seek to demonstrate in such Petition that the public interest will be served by the approval of this Agreement.

2. Studstill agrees that she will, within five (5) days after the approval of this Agreement, the dismissal of Samet's and Assembly's applications and the grant of Studstill's application have become a final order, to pay to Samet his out-of-pocket expenses, legitimately and prudently incurred in the preparation, filing and prosecution of his application, not to exceed eight thousand DOLLARS (\$ 8,000.00).

(See: Attachment No. 1, hereto)

3. Studstill and Samet agree that the dismissal of Samet's application and Studstill's obligation to pay the consideration specified herein shall both be made contingent upon the dismissal of Assembly's above-referenced application.

4. For the purposes of this Agreement, a "final order" shall mean action by the Commission which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing, or

3

appeal is pending, and as to which the time for filing any such request, petition or appeal has expired.

5. The parties agree that this Agreement shall not become effective or be carried out unless and until the Federal Communications Commission has approved it.

6. This Agreement constitutes the entire understanding of the parties, and no other consideration, action or forbearance is contemplated or relied upon by them.

7. This Agreement is specifically conditioned upon the filing with the Presiding Judge on or before September 8, 1992 all documents required by Section 1.111(b)(4) of the Commission's Rules for return of the hearing fees paid by Samet, Studstill and Assembly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DORIS A. STUDSTILL

By _____
Doris A. Studstill

STEPHEN W. SAMET

By _____
Stephen W. Samet

SETTLEMENT AGREEMENT

AGREEMENT made this 3RD day of September, 1992, by and between DORIS A. STUDSTILL ("Studstill") and FIRST ASSEMBLY OF GOD CHURCH ("Assembly").

W I T N E S S E T H:

WHEREAS, Studstill has an application (File No. BPH-910820MC) pending before the Federal Communications Commission, requesting authority to construct and operate a new FM broadcast station to operate on FM Channel 271A at Oglesby, Illinois; and

WHEREAS, Assembly has an application (File No. BPH-910821ME), requesting authority to construct the same facilities as Studstill, which application is presently pending before the Federal Communications Commission; and

WHEREAS, these applications are mutually exclusive with one another and with that of Stephen W. Samet ("Samet") (File No. BPH-910820MB); and

WHEREAS, Assembly has expressed willingness to request dismissal of its application in exchange for certain consideration to be paid to it by Studstill; and

WHEREAS, prior approval of the Federal Communications Commission (the "Commission") is required to give effect to this Agreement;

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable considerations, the parties agree as follows:

1. Within five (5) days after execution of this Agreement, the parties hereto shall file this Agreement with the Presiding Judge, together with a Joint Petition for Approval thereof. The parties further agree that they will seek to demonstrate in such Petition that the public interest will be served by the approval of this Agreement.

2. Studstill agrees that she will, within five (5) days after the approval of this Agreement, the dismissal of Assembly's and Samet's applications and the grant of Studstill's application have become a final order, to pay to Assembly its out-of-pocket expenses, legitimately and prudently incurred in the preparation, filing and prosecution of its application, not to exceed Twelve Thousand Nine Hundred Twenty-four Dollars and 56 cents (\$12,924.56) (See: Attachment No. 1 hereto).

3. Studstill and Assembly agree that the dismissal of Assembly's application and Studstill's obligation to pay the consideration specified herein shall both be made contingent upon the dismissal of Samet's above-referenced application.

4. For the purposes of this Agreement, a "final order" shall mean action by the Commission which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing, or

appeal is pending, and as to which the time for filing any such request, petition or appeal has expired.

5. The parties agree that this Agreement shall not become effective or be carried out unless and until the Federal Communications Commission has approved it.

6. This Agreement constitutes the entire understanding of the parties, and no other consideration, action or forbearance is contemplated or relied upon by them.

7. This Agreement is specifically conditioned upon the filing with the Presiding Judge on or before September 8, 1992 all documents required by Section 1.111(b)(4) of the Commission's Rules for return of the hearing fees paid by Samet, Studstill and Assembly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DORIS A. STUDSTILL

By *Doris A. Studstill*
Doris A. Studstill

FIRST ASSEMBLY OF GOD CHURCH

By _____

appeal is pending, and as to which the time for filing any such request, petition or appeal has expired.

5. The parties agree that this Agreement shall not become effective or be carried out unless and until the Federal Communications Commission has approved it.

6. This Agreement constitutes the entire understanding of the parties, and no other consideration, action or forbearance is contemplated or relied upon by them.

7. This Agreement is specifically conditioned upon the filing with the Presiding Judge on or before September 8, 1992 all documents required by Section 1.1111(b)(4) of the Commission's rules for return of the hearing fees paid by Samet, Studstill and Assembly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DORIS A. STUDSTILL

By _____
Doris A. Studstill

FIRST ASSEMBLY OF GOD CHURCH

By Sam Mayo
Sam Mayo, President

DECLARATION

I, Stephen W. Samet, am an applicant for a new FM broadcast station to operate on Channel 271A at Oglesby, Illinois, which application is presently pending before the Federal Communications Commission and bears the File No. BPH-910820MB. This application is mutually exclusive with the applications of Doris A. Studstill, File No. BPH-910820MC, and First Assembly of God Church, File No. BPH-910821ME.

I certify that there has been no consideration given by, promised to, received by, or promised by Doris A. Studstill or any agent of Doris A. Studstill to me other than as specifically set forth in the Settlement Agreement between Stephen W. Samet and Doris A. Studstill.

My application was filed solely for the purpose of securing a grant from the Commission and not in order to achieve a settlement with Doris A. Studstill or anyone else.

The public interest will be served by grant of the application of Doris A. Studstill and dismissal of my application, to the extent that a first local radio service will be brought to Oglesby, Illinois far sooner than if a full administrative hearing were held. Additionally, approval of the said settlement agreement will result in a saving of time and money to the Commission and as well to each of the applicants.

The foregoing is true and correct under penalty of perjury.


Stephen W. Samet

Dated this 8th day of September, 1992

I hereby certify that the following funds were reasonably and prudently spent by me in drafting, filing and prosecution of my application for a new FM station at Oglesby, Illinois, File No. BPH-910820MB:

Legal	\$ 3696.54
Engineering	1918.43
Long-distance telephone,	
facsimile	42.00
Xerox, etc., copies	20.00
Notices of Filing, Hearing	2030.00
Travel and transportation	88.00
Miscellaneous	
Federal Express	45.00
Etc.	
Public Notice	100.00
Etc.	

Total	\$ 7939.97
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The foregoing is true and correct under penalty of perjury.



Stephen W. Samet

September 8, 1992


ADDENDUM TO CERTIFICATION OF EXPENSES

Pursuant to Section 1.1111(b)(4) of the Commission's Rules and paragraph 7 of the Settlement Agreement between Doris A. Studstill and Stephen W. Samet, the \$6760 hearing fee paid by Samet on February 28, 1992, is to be refunded and, therefore, is not included in the list of expenses incurred by Samet.

DECLARATION

In connection with the preparation and prosecution of his application for a construction permit for a new FM broadcast station to operate on Channel 271A at Oglesby, Illinois, Stephen W. Samet has incurred legal fees from the law firm of Bryan Cave in the amount of \$ 3,696.54, of which \$ 776.01 has not yet been invoiced.

The foregoing is true and correct to the best of my knowledge and belief.



John R. Wilner, Esq.
Bryan Cave

Date: September 8, 1992

STATEMENT

SMITH AND POWSTENKO

BROADCASTING AND TELECOMMUNICATIONS CONSULTANTS

SUITE 502 • 1233 20TH STREET, N.W. • WASHINGTON, D.C. 20036 • (202) 293-7742

August 28, 1992

To: {

Mr. Steve Samet
RADIO STATIONS WZOE/WZOE-FM
Broadcast Center
Route 5
Princeton, Illinois 61356

}

Professional services for July and August, 1991

Proposed FM station, Oglesby, Illinois; preparation
of application, phone conferences.

11.75 hours @ \$125 \$1,468.75

Expenses:

Computer charges	\$329.35
Maps	21.00
Duplicating	39.00
Telephone	2.92
Postage	<u>2.13</u>

393.40

1862.15

Interest charged:

56.28

Balance

\$1918.43

Payment received

1918.43

Total Balance Due

\$ 0.00

STEPHEN W. SAMET 10-75
BERNADETTE SAMET
834 PARK AVE., W.
PRINCETON, IL 61356

8520

AUGUST 19, 91

70-442/711

PAY TO THE
ORDER OF

FEDERAL COMMUNICATIONS COMM. \$ 2030⁰⁰

TWO THOUSAND THIRTY & NO/100 DOLLARS



MEMO

⑆07⑆⑆04427⑆ ⑆⑆808⑆⑆478⑆ 8520

SAFETY PAPER

**LEGAL
NOTICE**

On August 20, 1991, an application was filed by Stephen W. Samet with the Federal Communications Commission which requests a construction permit for a new FM radio station to operate on Channel 271A (102.1 mhz) at Oglesby, Illinois. The station will operate with ERP of 1.7 kw from a transmitter site at 0.8 km S-SE of SR71 at Hennepin Canyon Overpass, Deer Park Township, La Salle County. The antenna height above average terrain will be 428 ft.

A copy of the application is available for public inspection during normal business hours at the Oglesby City Clerk's Office, 128 W. Walnut, Oglesby, Ill.
(Aug. 29, 30, Sept. 3, 5, 1991)

No. 10315

Certificate of Publication

STATE OF ILLINOIS }
COUNTY OF LA SALLE } SS.

This is to certify that a notice, a true copy of which is hereto attached, was published in the NewsTribune, a secular newspaper with one edition only on the date of each publication, of general circulation in the Counties of La Salle, Bureau, Marshall, Lee, Putnam, and adjacent areas, printed and published daily, except Sunday, in the City of La Salle, County of La Salle, and State of Illinois, by The Daily News-Tribune, Inc., a corporation organized and existing under the laws of the State of Wyoming, and duly qualified to do business in the

State of Illinois 4 times for successive weeks; that the date of the first publication in such newspaper was the 29th day of August, 1991, and the date

of the last publication in such newspaper was the 5th day of Sept, 1991.

It is further certified that said newspaper, NewsTribune, has been continuously published daily, except Sunday, as a secular newspaper of general circulation in the Counties of La Salle, Bureau, Marshall, Lee, Putnam, and adjacent areas, for a period of more than one

year prior to and immediately preceding the 29th day of August, 1991; that it is a newspaper as defined in "An Act to Revise the Law in Relation to Notices" (Approved February 13, 1974), as amended by Act approved July 17, 1959, Sections 1 through 8.2, Chapter 100, Illinois Revised Statutes; and that it is also a newspaper as defined in An Act Concerning the Publishing Legal Notice or Publication (Approved June 8, 1909), as amended by Act approved July 17, 1959, and as added to by Act effective October 1, 1973, Section 10, Chapter 100, Illinois Revised Statutes.

This is to further certify that The Daily News-Tribune, Inc. publisher of said newspaper, has caused this Certificate to be signed by its duly authorized agent and the corporate seal thereof to be affixed.

Dated at the City of La Salle in said County this 10th day of Sept, 1991.

THE DAILY NEWS-TRIBUNE, INC.

(Corporate Seal)

Publication Fee

\$100.00

By

Mary Kotawski
Authorized Agent

Received Payment

Sept 10

, 1991.

THE DAILY NEWS-TRIBUNE, INC.

By

Mary Kotawski
Authorized Agent

DECLARATION

I, Sam Mayo, am President of the First Assembly of God Church, an applicant for a new FM broadcast station to operate on Channel 271A at Oglesby, Illinois, which application is presently pending before the Federal Communications Commission and bears the File No. BPH-910821ME. This application is mutually exclusive with the applications of Doris A. Studstill, File No. BPH-910820MC, and Stephen W. Samet, File No. BPH-910820MB.

I certify that there has been no consideration given by, promised to, received by, or promised by Doris A. Studstill or any agent of Doris A. Studstill to the First Assembly of God Church or any officer, director, agent, or representative thereof, other than as specifically set forth in the Settlement Agreement between First Assembly of God Church and Doris A. Studstill.

This application was filed solely for the purpose of securing a grant from the Commission and not in order to achieve a settlement with Doris A. Studstill or anyone else.

The public interest will be served by grant of the application of Doris A. Studstill and dismissal of our application, to the extent that a first local radio service will be brought to Oglesby, Illinois far sooner than if a full administrative hearing were held. Additionally, approval of the said settlement agreement will result in a saving of time and money to the Commission and as well to each of the applicants.

The foregoing is true and correct under penalty of perjury.

FIRST ASSEMBLY OF GOD CHURCH

By: Sam Mayo
Sam Mayo, President

Dated this 3rd day of September, 1992

Attachment No. 1 to Settlement Agreement
Doris A. Studstill/First Assembly of
God Church

DECLARATION CONCERNING EXPENSES

I declare under penalty of perjury that the sum set forth in paragraph 2 of the Settlement Agreement -- \$12,924.56 - represents the amount reasonably and prudently expended by First Assembly of God Church ("Assembly") for preparing, filing, advocating the granting of, and negotiating a settlement of its application for a new commercial FM station at Oglesby, Illinois, File No. BPH-910821ME. Specifically, legal fees and expenses of \$6,922.74 were incurred in preparing the application for filing, reviewing the applications of competitors, analyzing the comparative position of Assembly, and negotiating and preparing papers for settlement. Engineering Expenses of \$3,785.36 were incurred in connection with the preparation of the application. Expenses of \$144.00 were incurred for the publication in the News-Tribune of the filing of the application. Telephone charges from Assembly to legal counsel and engineering counsel were incurred of \$42.46. In addition, an FCC filing fee of \$2,030.00 was incurred in connection with the original submission of the application to the Commission.

9-3-92
Dated

Sam Mayo
Sam Mayo, President
First Assembly of God Church

STATEMENT OF DORIS A. STUDSTILL

My application for a new FM station at Oglesby, Illinois was filed for the purpose of securing authority to build a new FM station and not for arriving at a settlement of any kind.

The settlement agreements arrived at with applicants Stephen W. Samet and First Assembly of God Church contain all agreements and/or understandings between the parties, and no other compensation has been paid or promised, or will be paid to the dismissing applicants or their agents, officers or directors.

The public interest will be served by approval of the settlement agreements and grant of my application in that a full scale hearing will be avoided and a first local radio service will be brought to Oglesby far sooner; and both the Commission and applicants will be saved considerable time and money.

The foregoing is true and correct under penalty of perjury.

Doris A. Studstill
Doris A. Studstill

September 3, 1992